

**Summary Minutes
City of Sedona
Board of Adjustment Meeting
Vultee Conference Room, Sedona City Hall, Sedona, AZ
Wednesday, September 10, 2014 – 3:00 p.m.**

1. Verification of Notice, Call to Order, Pledge of Allegiance and Roll Call.

Chair Gilgoff verified the meeting was properly noticed and called the meeting to order at 3:00 p.m.

Roll Call:

Board Members Present: Chair Joel Gilgoff, Vice Chair Gary Rich and Board Members Michael Carnahan and Robert Gordon.

Staff Present: Audree Juhlin and Donna Puckett

2. CONSIDERATION OF THE FOLLOWING REQUEST(S) THROUGH PUBLIC HEARING PROCEDURES:

- a. **Discussion/possible action on an appeal filed by Mr. Thom Stanley, Art for Sedona's Sake, regarding an interpretation of the City of Sedona Land Development Code made by the Zoning Administrator (Community Development Director) pertaining to temporary use regulations. Specifically, Mr. Stanley is challenging the number of days allowed by Code for temporary events. The Director's Interpretation is in part, based on the purpose and classification of the regulations pertaining to temporary uses and duration allowances. The Zoning Administrator's opinion regarding this interpretation is on file and available for public inspection at the Department of Community Development located at 104 Roadrunner Drive, Sedona, AZ 86336. Applicant: Mr. Thom Stanley Case Number: AP2014-01**

Chair Gilgoff explained the procedure that would be followed during the meeting.

Presentation by Audree Juhlin: Audree explained that the item before the Board of Adjustment today is an appeal of an interpretation of the Land Development Code, Section 407, related to temporary uses, temporary events and the number of days that would be allowed for temporary events. In this case, the Code says that 3-day events are allowed four times throughout a 12-month period or one time in that 12-month period for 11 days. Although it says four separate three-day events, the interpretation is that it includes up to three days. We have many events that are one-day, two-day and three-day events. A Day of the Cowboy would be a two-day event, sometimes a one-day event; Moonlight Madness may be a one-day event, the Marathon, etc.; there are different lengths of time, but occasionally we do get three-day events as well.

Audree indicated that the challenge today is, is it a literal interpretation and only three-day events are subject to the Code or is it the interpretation of the Director that up to three-day events are included in the Code. Audree stated that she will leave it at that; she has given the Board a comprehensive packet of information and if there are any questions based on the information provided in the Staff Report, she will answer their questions.

The Board Members had no questions of staff at this time.

Presentation by Thom Stanley, Applicant: Mr. Stanley thanked the Board for volunteering their time and indicated that Audree pretty much laid it out. It is a matter, as an editor for 25 years, not of interpretation, but the literal statement itself, of what you can enforce in a statement. He had problems with this when he started the shows and started doing more than four in the year 2000, and at that time, Jim Windham had notified him that he was not going to grant him an application for a fifth show, and he had already booked it, had the artists and wanted to contest it, so Jim said that he could do it this one time, but that's about it, and Mr. Stanley said okay. He then read the Code, looked at it and talked to Jim about it, and Jim said this is how he interprets it, and he went wow, that's interesting that you can interpret the number three. Personally, he feels that numbers are the only finite thing we have in life. You can debate every other topic, you can have an opinion about every other topic, but there are so many hours in a day, so many days in a week, etc., etc., etc. We have a speed of light, we have a speed of sound and these are all finite, and it is very important that we hold onto that as

we look at the number three, because in sports -- baseball, you get three strikes and you're out; not up to three, but three. You have three outs and you change sides; in basketball, we get a three point shot, not up to three, but three. In hockey, a hat trick, you get three goals by one player in one game. In football, three points for a field goal, which is three points to a ringer; there three events in a triathlon, three medals in the Olympics, three races make up a Triple Crown, three bets winning make up the Trifecta and three of you must agree with him.

Mr. Stanley stated it becomes very important that we look at things in a finite form, when we are talking about numbers, and then we talk about English and the way he read it was that it said you could do four separate three-day events. He went to Mike Letcher in 2000 or 2001, and he apologizes; he doesn't have the date, a lot of things have happened since then in his life and yours. He told Mr. Letcher that he had problems with this Code and the way it was worded. Mr. Letcher read it and said that he agreed, but it would take a lot to change the Code, so Mr. Letcher asked him what he wanted, and Mr. Stanley indicated that he said that he wanted eight days; four in the spring and four in the fall, and they are all fundraising events. They give money away from every show, and Mr. Letcher said that he didn't have a problem with that.

Mr. Stanley indicated that he was going to pass out a couple of things; one is called the Cowboy Contract of Arizona, and years ago, we had a former Supreme Court Justice who went to the State Supreme Court of Arizona, and at that time, her parents had made a contract with someone to sell calves at a certain time and price to this person. Something happened in the deal and they went to court, and the State Supreme Court asked what happened. Sandra Day O'Connor's parents said they shook hands with the guy; we had a promise among us, and the State Supreme Court said, good enough for us. That is a contract; a binding contract, so he feels that when he sat down with Mike Letcher and he was told okay, rather than go through changing the Code, you do eight shows per year and shook his hand, he and Mr. Letcher had this agreement, and this promise is a binding contract.

Mr. Stanley indicated that to prove that the contract actually happened, between 2001 and 2012 before Audree said it came to her attention that he was paying the wrong amount for four shows, he was paying \$50 per show for eight shows a year-- paying it with Jim Windham, paying it with John O'Brien. The next piece of paper is his meeting with John O'Brien, Jim Windham and others. Tina and Al were present and Jennifer from the Chamber of Commerce questioning the validity of us doing shows, and in that, you will see that John O'Brien states that he does eight shows, they are fundraising shows, he gives money away from each show, so he was well aware of the situation, and John was also aware of the situation from 2001 until this meeting in 2011 that he was doing eight shows at \$50 per show, so by sending a letter to Jennifer Wesselhoff saying this is what he does, John didn't come to him or go in that meeting and say you know what, you can only do four at this rate and you have to do four at another rate, because he was around at the time Mike Letcher, and that's where the word came down from, was the City Manager telling these guys, "I made an agreement with him, leave him alone".

Mr. Stanley stated that he had been left alone until 2011, when he got brought into a meeting with these people and in 2012, it was brought to his attention that he was in violation of the rules, and he needed to change how he was listing his application to four that he can do as fundraisers and four that he can do as a cultural event or social event or whatever the opportunities are, and those wouldn't be \$50 per, those would be \$400 per event -- that's a big chunk, when you're talking about giving money to charity, and he doesn't know if any of you have done an event, but it takes a few bucks to do any of that every time, so when he heard that, he went to contest it. It's brought us to where we are now, because he believes the number three is an important number.

Mr. Stanley indicated that he understands the intent; he's not an ignorant person. He knows what they intended; they didn't write it. It should say that you could have four separate, up to and including and not to exceed, three-day events per calendar year. If it does that; that's enforceable, but to say you can have four separate three-day events, and he does two-day events, he is not in that equation, and the thing holds true when the City first wrote their Code about parking a vehicle on the side of the road, and you could not have a for sale sign in it. Well, people got clever and they wrote the "not" in the for sale sign and the Police showed up and they go it is not a "for sale" sign; it's a "not for sale" sign and you don't have a code against this, because the Code was specific; it didn't say you couldn't park a car with signage; it said you couldn't park a car with a "for sale" sign specifically, and that is the way he interprets this -- specifically.

Mr. Stanley stated that as far as the interpretation and what can be allowed, Audree made a point later on that the logic could be concluded that only three-day events are allowed, but he would then say that you can only do three-day events, not four three-day events, and if she offers an interpretation that it's two different interpretations, then obviously, it is up for argument, because even the City has two interpretations. He just has a third; his just happens to be literal and has to do with the English language, and if we are going to be in a country that's going to force people to make English their first language, we really need to know how to write what we want to say, and it doesn't do that here. He has offered different Directors the opportunity to meet with them and help write this correctly, but it seems that they want to argue it, rather than correct it and that's where we are now. Thanks.

Board's Questions of the Applicant:

Board Member Carnahan asked how many vendors Mr. Stanley has at each event, and Mr. Stanley indicated that it varies 20-40. Board Member Carnahan then indicated that his perception from being there is that they usually bring someone with them – spouse, helper. Mr. Stanley indicated sometimes, sometimes children; they're married people and sometimes people with kids, sometimes just their kids, sometimes pets. Board Member Carnahan noted that we are talking about 40-80 people as vendors; however, Mr. Stanley explained that we are not talking about 80; you are doubling the maximum amount. We're talking about 20-40 vendors, some of which, which would be in the minority, bring a spouse or a pet or a child. Board Member Carnahan stated fair enough, but they don't walk there do they? Mr. Stanley stated no and explained that he rents the Elks Lodge; he gives them a donation.

Chair Gilgoff asked about the line of questioning, because it doesn't sound like it has anything to do with this. Board Member Carnahan indicated that it has a lot to do with this; it's about congestion. Chair Gilgoff then explained that's not an argument here; however, Board Member Carnahan indicated that it is; the purpose of the Land Use Code is to reduce congestion in the streets and . . . the Chair then indicated for him to go ahead.

Mr. Stanley explained that when he started doing this, he first started out in front of the restaurant, the Olde Sedona Bar & Grill, but felt it became congested, so he moved to the lot across the street and he paid to have the lot graded, bladed and graveled. It then became a beautiful lot that everybody in the City then bothered the owner of it about and wanted to rent it, because it looked so nice. It's the same place the City uses to put the Christmas Trees.

Board Member Carnahan stated that he understands that; he lives there and that is why he's asking. Mr. Stanley indicated that in order to relieve congestion, he has gone above and beyond what anybody even required him to do. He gives a donation to the Elks Lodge at every show and all of his vendors, whether it be 20, 30 or 40 and their spouses and pets park at the Elks Lodge. There are handicapped people that he makes an exception to and allows to park down below. As far as the traffic itself from people who come to the events, he hopes it is crowded and congested. Board Member Carnahan stated that it is.

Mr. Stanley stated that they also have three people that they employ, with yellow vests on in that lot, to move traffic in and out, which they do as needed to keep the traffic moving and from being stopped out on the streets. As far as getting out on S.R. 89A, he doesn't care if you're one person and live here; it's impossible to get across that highway from that intersection. He has done it, been here 20 years, he and his wife turn right and into Biddle's and turn around.

Board Member Carnahan asked, to cut to the chase, how many visitors a day he has. Mr. Stanley stated that he would figure about 750 and that's an average of three per car. Board Member Carnahan stated okay, that's 250 to 300 cars a day; however, Mr. Stanley clarified it would be 100 to 200 cars a day – 300 would be 900. Board Member Carnahan then indicated that they are parking at the Farmer's Market, the place you say you have improved, or across at Olde Sedona. Mr. Stanley stated no, they are not parking at Olde Sedona; they are parking on the lot that we use that has signage that says, "This parking is for the art show", and they come in there and park at the art show where he has a huge lot, and he does have the Connolly's Market lot, which he is allowed to use and the vacant building lot next to that, and then there is another lot that is owned by Baney that goes beyond, in the grass, where you go through a fencing area to park large vehicles, large trucks and RVs in that area to avoid congestion in their normal parking lot.

Board Member Carnahan asked if he realized that people are across at Miller's trying to come across and people are on Saddlerock trying to turn left and right onto S.R.89A. Mr. Stanley

stated that if they want to get out; they have to go, yeah. Board Member Carnahan then noted that Mr. Stanley said that is impossible. Mr. Stanley added even for one car, no event, no show, one car coming out of that neighborhood; he assumes that the people who live back in there are all just wonderful, beautiful people who also realize they have another way out.

Chair Gilgoff explained that this is questions; you can ask a question, and Board Member Carnahan indicated that he is asking questions, but Mr. Stanley is not answering them. The Chair explained that this has nothing to do with the Code and the interpretation of the Code; however, Board Member Carnahan indicated that does; it's traffic congestion for people who live there and use of property. Chair Gilgoff again stated no, it is not; it's part of the Land Development Code.

Audree Juhlin explained that the intent of the regulations for Temporary Use Permit is to make sure that these uses are not frequent, that they happen infrequently and that they are managed in such a way so they do not become a nuisance, so because we're talking about frequency of events, we do say that Mr. Stanley can do eight events; we're not denying him his ability to do eight events, but if we are talking increasing the ability to do eight fundraising events on this site, in addition to the other allowable number of events, then we are talking about the impacts of those uses.

Chair Gilgoff stated that is not the application, and Mr. Stanley asked if they had read the letter from John O'Brien that states that he only does eight shows, and he will only do eight shows, and he wouldn't do more. The Chair explained that is not part of this discussion, whether there are more than eight events or less than eight events. Mr. Stanley is asking for eight events at \$50 each. He then asked Mr. Stanley if that is correct and Mr. Stanley replied, "Yes, sir". Chair Gilgoff then stated that is what it is about.

Board Member Carnahan then stated that as part of the requirements for the Variance, you were supposed to write a written explanation to the Director stating that the use will not create a nuisance, hazard or interfere with neighbor's property and enjoyment thereof, and asked Mr. Stanley if he did that. Mr. Stanley asked how many years ago he was asking about that; he's been doing this since 2000. Board Member Carnahan stated that he didn't care and again asked if he did it. Mr. Stanley stated that he is sure he did.

Board Member Carnahan then asked if Mr. Stanley also stated that the location will not create a traffic hazard or parking problems in the rights-of-way and improved parking is available. Mr. Stanley indicated yes, and what the City came back with was a request for him to put stanchions on either side of the property with yellow tape running through, so nobody would park on either side, which he found out from the Police was almost illegal on his part, because they are allowed to park on the side of the road, but to ease the congestion, he made them not be able to park on the side of the road, because he feared that they would stick out and cause a problem, so we direct everybody into that lot and out of that lot.

Board Member Carnahan then indicated that he wanted to ask about this alleged contract. He then asked Mr. Stanley if he had nothing in writing from Mr. . . . , and Mr. Stanley stated that he didn't need it; read what he gave you. Board Member Carnahan then repeated the question and Mr. Stanley restated no, and he didn't need it, Mr. Letcher was the City Manager part of the time he has been around here. Board Member Carnahan then asked if Mr. Letcher is not here, and Mr. Stanley stated no, he went on to become the City Manager of Tucson and he isn't sure that he's part of this either.

Vice Chair Rich indicated that Mr. Stanley has the option of going . . . ; there are three different sections of the Code that allow you to hold events – four under the non-profit and four under the community organization. Mr. Stanley agreed, and Vice Chair Rich noted that with 40 vendors, that's an additional \$5 per day, and you already charge them \$195 for the weekend. Mr. Stanley clarified that it is \$190, and Vice Chair Rich asked if he rounded that up to \$200 that covers the additional cost of the permit. Mr. Stanley stated that would hold true as a logical mathematician, unfortunately, a lot of vendors can't pay him. He doesn't charge in advance; the vendors pay him as they can. He has a house full of artwork, you're welcome to come back and look at, from people who couldn't pay him, but you're just dealing with numbers. You're not realizing the situation.

Vice Chair Rich stated that as a non-profit, you can apply for a Conditional Use Permit at no cost. Mr. Stanley stated no sir, he is not adjacent to the property; to have a Conditional use Permit, you have to do it at the property where there is a building.

Audree Juhlin explained that the Temporary Use Permit is in conjunction with an existing building, so what Mr. Stanley does now has to be in association with an existing building, and what we've done to work with him to allow this to happen, and others who have used that site in the past, is we include the Art Barn as the existing building or Connolly's Market, even though the bulk of the event is held on the vacant lot where there is no structure. The same concept would then apply if a Conditional Use Permit application was submitted and a permit was sought. Chair Gilgoff asked if it was for another piece of the same tract and Audree Juhlin stated right.

The Chair explained that Audree is saying that there's several different parcel numbers involved where the art shows are held, but they are all tied to one building; therefore, you can only get a Conditional Use Permit from that one building, and that only allows you to be on that land and not move around to different areas of that land; however, Audree clarified that actually we're interpreting it that if the application is submitted, like with the Temporary Use Permit, he submits it with four parcels, and then we look at it in its entirety and we do have an existing structure. It is another interpretation; we've made an interpretation of the Code to allow that structure on another property to be included to meet the Code. Mr. Stanley added that in the Conditional Use Permit also, he believes that is granted to the owner of the property, so we would have to go through a few (audio unclear).

Audree Juhlin explained that the property owner does not have to submit a Conditional Use Permit application, but they have to give approval to the applicant and the applicant does not own the Conditional Use privileges, they get to use it, but it runs with the property owner. Mr. Stanley stated that he thinks if he did the eight shows at the cost of a Conditional Use Permit, it comes out to \$1,500 a year, which is another reason not to do it, so it is quite an expense versus \$50 per show times eight shows that we were doing since 2001. The proof of the meeting he explained earlier was the fact that . . . Chair Gilgoff pointed out that the applicant had already presented.

Vice Chair Rich stated that before, perhaps a different set of guidelines that we must follow in making an interpretation, and these are standards set up by the State of Arizona and other states as well, and one of them is that it grants you privileges that are not available to anyone else in the area, so if this were to happen, then anyone else could come in and ask for eight. Mr. Stanley stated not if the Code is written correctly, and then they would have to adhere to what that Code said. Vice Chair Rich asked if Mr. Stanley is saying that this Code does not apply to him, and Mr. Stanley said no, he read it literally and went to the City Manager, Mike Letcher, and told him about it . . . Vice Chair Rich asked that we forget about 10-12 years ago; however, Mr. Stanley stated that he has been doing this for 10-12 years.

Vice Chair Rich pointed out that this only came up a couple of years ago, when you were given a different interpretation of it. Mr. Stanley stated that's correct. Vice Chair Rich then indicated to forget about the past; the past is past. Mr. Stanley then stated, so there is no grandfathered-in thing in this City and Vice Chair Rich stated no.

Chair Gilgoff explained that first of all, City staff only has rights as ordinances give them; it doesn't give Mike Letcher the right to give you anything; if he made a mistake in interpreting an ordinance, it's a mistake. Any other staff member can correct it, including the City Attorney, so just because you got away, for all these years, with paying a lesser amount, doesn't mean you are entitled to do it forever. Board member Gordon added that it wouldn't be in perpetuity and Chair Gilgoff agreed; it was an error, and in fact, staff tried to correct that twice before and gave you a \$2,400 bonus basically by not charging you for the last two years, so you kind of got your deal.

Board Member Gordon indicated that he wanted to comment on something that Vice Chair Rich brought up, because he had correspondence with Audree, and as you say the fee is \$1,500 dollars for a Conditional Use Permit; however, this fee may be waived by the Director through the City Manager, are you aware of that? Mr. Stanley stated, no sir. Board Member Gordon then explained that Mr. Stanley could attempt to go that way and possibly pay less than he pays now. Additionally looking at the email from John O'Brien that makes a statement of fact that Thom Stanley holds eight tent sales per year and gives a minimum of \$1,000 . . . that was in #2, and then in #7, he quotes the Land Development Code and basically he is giving minutes of what happened at that point on May 12, 2011. He doesn't see this is to in anyway to be a contract; it is a statement of facts as they existed on May 12, 2011. Mr. Stanley indicated that is correct, and in that statement of facts is the fact that John was overseeing, as Director, what

he was paying per show. Board Member Gordon pointed out it was at that time and Mr. Stanley agreed.

Board Member Gordon then indicated that he was curious, because what you are saying is that as you read the literal Code, if you are holding two-day events, you can hold them 52 weeks a year. Mr. Stanley indicated it is sad to say, yes. Board Member Gordon then asked about 4-day events and Mr. Stanley indicated that she said you can do it up to 11, so she covered three, and then beyond three by doing one event up to 11, so actually you would be looking at unlimited one-day events, unlimited 2-day events and four three-day events. Board Member Gordon commented that is a rather fantastic interpretation, but thanked Mr. Stanley for answering.

Chair Gilgoff stated that if we are talking about a literal interpretation of English, then he should probably throw out your entire petition, because your last sentence in your petition says, "I, therefore, argue that I am limited to four fundraising events per calendar year and look for a ruling from this Board to reinstate our event status to its position for the last 10 years." Mr. Stanley explained that for the last 10 years, he was doing eight, so yes, he is limited now to doing four, that is the ruling that he was given and he has already paid for the next three events at the higher price.

Chair Gilgoff explained to Mr. Stanley that he is still given four events; however, Mr. Stanley interjected no, he is given eight. The Chair continued to say that Mr. Stanley is given eight and four of them are charitable and four of them are considered normal community events, so you are being asked to pay \$400 per event for four events and \$50 per event for the other four events, and you think this is unfair, because precedent has said that you got it before, that's one reason, and the other reason you're saying is the literal interpretation of the ordinance means it's only three-day events and you should be free to do as many as you want. Mr. Stanley stated that's another reason.

Chair Gilgoff indicated that he is sorry, but he can't accept the fact that the ordinance says 3-day events; you know it means 3-day events or an 11-day event or less, but you're looking at all the baseball scores and everything else, because those numbers are sacrosanct. Mr. Stanley stated as is the number three by itself, and that is the point he was trying to make.

Chair Gilgoff explained that he understood, but our Director of Community Development has the responsibility, just like the people in the past had the responsibility of giving you a break for ten years, for more than 10 years, and she is relatively new to the job and has a responsibility to interpret it the way she wants, and that is the reason for the hearing. She just interpreted it to say you get four events and you pay \$50, and four events you pay \$400. That was her interpretation. Mr. Stanley stated that is right. The Chair then stated that you are arguing that she doesn't have the right to make the interpretation; however, Mr. Stanley replied no, it is in her job description -- she gets to make interpretations. What he was trying to do is get the City to realize and accept that the Code is errant; it's vague, obtuse, abstract, ambiguous, and the best thing they could do is to say let's rewrite the Code that says up to, including and not to exceed, three days.

Chair Gilgoff indicated that she has no problem with doing that, and Mr. Stanley stated that obviously there has been a problem; he asked them to do that 12 or 13 years ago. Chair Gilgoff pointed out that there is a different staff and we have a new Director of Community Development, and in his conversations with her, she said that she plans to do that. The problem is that it requires several public hearings and public notices, etc., and you are liable to wind up with a Code that is much more restrictive than the one you are working under. Mr. Stanley stated that if it is worded correctly, then he'll abide by the restrictions.

Chair Gilgoff pointed out that the restriction may be one event, and Mr. Stanley said then that is what they come up with; he is willing to take that chance. He doesn't think they are looking to punish anybody; however, the Chair indicated that they are, because here you have somebody who is a Saddlerock homeowner who doesn't like . . . Mr. Stanley stated that the association was the only one who wrote a positive letter about the events (audio unclear) in the City. The Chair explained that the Board Member is speaking for himself as a member of the Board, and he is just saying you know that, that is a chance; you've been here a long time and that is a chance you take. Mr. Stanley replied that is right.

Chair Gilgoff opened the public comment portion of the hearing at this time; however, nobody from the public requested to speak, so the public comment period was closed.

Audree Juhlin indicated that for the record, she wanted to indicate that she did receive, on August 27th, an email from Marsha Beckwith who believes that Mr. Stanley has plenty of events, and she feels the situation is hazardous at the intersection of S.R. 89A and Saddlerock Circle. She also does not support giving any additional days and does support up to three days.

Chair Gilgoff asked if there is a motion and suggested that staff provide a motion supporting either side in future packets.

MOTION: Board Member Gordon moved to uphold the Director's interpretation and endorse her discretion in making decisions like this, and that we would also encourage Mr. Stanley to apply for a Conditional Use Permit with all or part of the fee waived. Vice Chair Rich seconded the motion.

Chair Gilgoff asked if there was any discussion.

Board Member Carnahan indicated that he is unsure what the Board is voting on; he thought that he was appealing the fact that he could only have four. Chair Gilgoff explained that he is really appealing the fact that he can only, and again his interpretation, and he thinks Mr. Stanley agrees, is that he is appealing the fact that we will not allow him to have more than four \$50 events. He would like eight events each at \$50, and that is what he is appealing.

Vice Chair Rich stated that the Code allows him to have . . . ; there are three categories in which Temporary Use Permits can be permitted. Category B, which is \$50 is for non-profit organizations, Category C, which is \$400, is for local community groups, and the Code does state that art sales are permitted under that section of the Code, so he can apply for four Temporary Use Permits as a non-profit and four Temporary Use Permits as a community organization.

Board Member Gordon added that we are not negotiating over the number of events he holds; we're just negotiating how much it costs.

VOTE: Motion carried four (4) for and zero (0) opposed.

Mr. Stanley indicated that he hopes the comment holds true that the Code is going to be rewritten. Chair Gilgoff stated that Audree planned to do that and Audree agreed that is on her list.

Chair Gilgoff and Board Member Gordon noted that they do like Mr. Stanley's events and Mr. Stanley stated good; there is one 20-21.

3. **Adjournment.**

Chair Gilgoff called for adjournment at 3:36 p.m., without objection.

I certify that the above is a true and correct summary of the meeting of the Board of Adjustment held on September 10, 2014.

Donna A. S. Puckett, *Recording Secretary*

Date